

CHALLENGE COST-SHARING AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
SOUTHWESTERN BELL WIRELESS, INC.

THE AGREEMENT, entered into this 26th day of June, 1997, by and between the Department of the Army (hereinafter the "Government"), represented by the Division Engineer, U.S. Army, Mississippi Valley Division, and Southwestern Bell Wireless, Inc., a Missouri Corporation and the General Partner in Eastern Missouri Cellular Limited Partnership, a Delaware Limited Partnership, (hereinafter the "Partner"), represented by Kelly King, Director of Network Operations, (hereinafter referenced jointly as "Parties").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Wappapello Lake, Missouri, which include recreational opportunities for the public, and

WHEREAS, the provision of a cellular phone system and services at Wappapello Lake, increases the recreational safety of the public, protection and preservation of the environment, enhances the management of mission and support in the areas where Government Park Rangers are operating, and

WHEREAS the Partner is interested in promoting and assisting the Government in making available cellular phone communications by providing a transmission system, equipment and services, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively in permitting the existence of a system to make cellular phone services available to Government personnel and to the public, and

WHEREAS, Sections 203 and 225 of the Water Resources Development Act of 1992, Public Law 102-580, (Oct 31, 1992), authorizes the Secretary of the Army to accept contribution from the Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partner have the full authority and capability to perform as hereinafter set forth and intend to cooperate in financing and challenge cost-sharing in accordance with the terms of this Agreement;

NOW THEREFORE, the Government and the Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purpose of this Agreement:

a. The term "Project" shall mean the provision of a cellular telecommunications system and the services necessary to meet the recreational mission requirements of Wappapello Lake, at the most favorable costs obtainable. Said Project shall include the placement of telecommunications equipment on Government land in order to enable quality cellular transmissions and a specified number of cellular telephone units, with limited air time, for use by Government personnel in the performance of their duties.

b. The term "total project costs" shall mean all of the fees waived by the Government and the Partner directly related to their contributions towards the Project, estimated in the "Challenge Cost-Sharing Financial Work Sheet", identified in Appendix "C", attached hereto and made a part hereof.

c. This Agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from other public and private agencies, organizations, and individuals.

d. All temporary construction and improvements, cellular transmission equipment or facilities placed on Government land as well as any work accomplished for its operation and maintenance under this Agreement shall remain the responsibility and property of the Partner.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government shall, subject to and using funds

appropriated by the Congress of the United States (hereinafter the "Congress"), provide the resources defined in Appendix "A", attached hereto and made a part hereof. The Project was initiated under a license agreement between the Government and the Partner. A subsequent real estate agreement granting permission for the placement of telecommunications equipment on Government land shall be granted by the Government in accordance with federal law and regulations.

b. The Partner shall provide the equipment and services identified in Appendix "B", attached hereto and made a part hereof.

c. The Government shall inspect the equipment locations and facilities provided by the Parties, and monitor the quality of services to assure that they are in accordance with this Agreement.

d. No Federal funds may be used to meet the Partner's share of total project costs under this Agreement.

e. The Partner shall not use Government property, or allow it to be used, for other than authorized Project purposes.

ARTICLE III - ACCOUNTING PROCEDURES

During the operation of the Project and in the resolution of all relevant claims and appeals, the Government shall conduct a periodic accounting and furnish the Partner with the results of the review and verification of billing statements upon request. Any disagreement between the parties as to what constitutes the satisfactory "operation of the project" shall be handled under the following article entitled DISPUTE RESOLUTION.

ARTICLE IV - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through

negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties performance pursuant to this Agreement.

ARTICLE V - FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partner agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, Public Law 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulations 600.7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army.

ARTICLE VI - RELATIONSHIP OF PARTIES

a. In the exercise of their respective rights and obligations as the Parties under this Agreement, the Government and the Partner each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

b. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE VII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE VIII - INDEMNIFICATION

The Partner shall hold and save the Government free from all damages, including damages to Government property made available for the Partner's use beyond normal wear and tear, arising from services the Partner performs or provides for the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - TERMINATION OR SUSPENSION

a. If at any time the Partner fails to fulfill its obligations under this Agreement, the Division Engineer shall terminate this Agreement or suspend future performance under this Agreement unless he/she determines that continued operation of the Project is in the interest of the United States or is necessary in order to satisfy agreements with the Government or other non-Federal interests in connection with the Project. The Government, at its option, may require the removal of any or all of Partner's equipment from Government land.

b. In the event that the Government elects to terminate this Agreement pursuant to this Article, the Partner, after being provided 365 days notice by the Government, may be required to remove equipment from the Government owned tower. The Partner, however, may continue to maintain its own tower upon Government land for the duration of the outgrant.

c. If the Partner elects to terminate this agreement pursuant to this Article, the Partner will, after providing the Government with 365 days notice, remove all of its equipment from Government land.

d. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for obligations incurred under this or any other agreement between the Parties.

ARTICLE X - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or by telegram, or mailed either first class, registered, or certified mail, as follows:

If to the Partner: Director, Network Operations
 Southwestern Bell Wireless, Inc.
 892 Woods Mill Road
 Ballwin, Missouri 63011

If to the Government: USACE Division Engineer
 Mississippi Valley Division
 P. O. Box 80
 Vicksburg, Mississippi, MS 39180-
 0080

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Commander, Mississippi Valley Division.

Signed and sealed this 26th day in June, 1997, in presence of

Michael McClendon
Michael McClendon, Manager
Wappapello Lake Project Office

Phillip R. Anderson
Division Engineer

Mississippi Valley Division
Corps of Engineers

DATE: 16 Aug 1997

This Agreement is also executed by the Partner this 26th day of June, 1997.

Kelly King
Kelly King, Director, Network Operations
Southwestern Bell Wireless, Inc.

State of Missouri }
County of St. Louis } SS

On this 27th day of June, 1997, before me appeared Kelly King, to me personally known, who, being by me duly sworn did say that she/he is the Director, Network Operations, Southwestern Bell Wireless, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Kelly King acknowledged said instrument to be the free act and deed of said corporation.

Cathy L. Carnaghi
NOTARY PUBLIC - STATE OF MISSOURI



APPENDIX A

The Government shall execute a real estate document in accordance with federal law and regulations allowing the Partner to:

a. Maintain a tower located at Holliday Landing, in order to provide cellular phone service to the Wappapello Lake area.

b. Affix and operate a signal enhancer device on the Government tower located at Redman Creek in order to improve cellular transmissions to and from the Wappapello Lake Project Office.

APPENDIX B

PARTNER CONTRIBUTIONS

The Partner in this Challenge Cost Share Agreement shall contribute the following equipment and services:

1. Provide the Corps with thirteen (13) Partner owned cellular phones to include:

a. 500 non-cumulative free peak time minutes per phone monthly, and waiver of the monthly access fees for the duration of the license, including all time extensions of the license, provided however that the Government shall be liable for all long distance, roaming, and interconnection charges incurred with the use of such phones. All peak time minutes used in excess of 500 minutes shall be billed at a per minute rate of \$ 00.28.

b. 300 non-cumulative free non-peak time minutes per phone monthly. All non-peak time minutes used in excess of 300 minutes shall be billed at a per minute rate of \$ 00.14.

c. Adjustments in per minute rates during the life of the agreement shall be made in accordance with the grantees regulatory authority for customary rate changes within the telecommunications industry.

d. Provide the Protection Plan at no cost for the thirteen (13) phones to include parts and labor for repairs and/or replacement that occurs through normal use through the term of this agreement.

e. The phones will remain the property of the Partner and any upgrades will be the responsibility of the Government, except as provided for in paragraph f.

f. In the event that the phones become obsolete, the Partner shall replace said phones with those of current technology, at no cost to the Government.

2. Allow for space at 200 feet or above for the placement of two government antennas for operation on partner's tower. The antennas shall be located in a manner which will avoid the creation of an interference to partner's communications system.



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY

MISSISSIPPI VALLEY DIVISION, CORPS OF ENGINEERS

P.O. BOX 80

VICKSBURG, MISSISSIPPI 39181-0080

<http://www.mvd.usace.army.mil/>

me 9/3
+ Joe CO
CO-T
me

CEMVD-ET-CO

14 August 1997

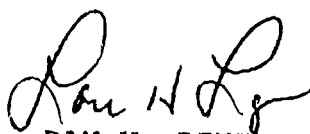
MEMORANDUM FOR Commander, St. Louis District, ATTN: CEMVS-CO^{UEF}

SUBJECT: Challenge Cost-Sharing Agreement, Wappapello Lake,
Missouri

1. Reference memorandum, CEMVS-CO-TO, 28 July 1997, SAB.
2. The subject challenge cost-sharing agreement is approved and provided for your implementation. If you have any questions, contact Joe Sigrest, CEMVD-ET-CO, (601) 634-5855.

FOR THE COMMANDER:

Encl


DAN W. RENFRO, P.E.
Chief, Construction-Operations Division

APPENDIX C

CHALLENGE COST-SHARING FINANCIAL WORK SHEET

Project Name: Wappapello Lake **Contact Person:** Michael McClendon

Address: HC 2 Box 2349 **Phone:** (573) 222-8562
 Wappapello, MO. 63966

Work Project Title: Telecommunications Partnership

Location: Holliday Landing/Redman Creek, Wappapello Lake,
 Missouri

Proposed Date of Work: 1 July 1997

Description of Work: As set forth in Appendix "B" the Partner will furnish the Corps with thirteen (13) Partner owned cellular phones and maintenance pursuant to the Protection Plan (if needed) to be used by project staff to carry out project mission objectives. Partner will also provide Corps with tower space for government radio antennas. The terms and conditions of the Partner's standard cellular service agreement shall be applicable to the use of the phones, which shall include the Government's responsibility for payment of all interconnect, roaming and long distance charges.

Partner: Southwestern **Contact Person:** Kelly King, Director
 Bell Wireless, Inc. Network Operations

Address: 892 Woods Mill
 Ballwin, MO. 63011 **Phone:** (314) 891-8030

	<u>Corps</u>	<u>Partner</u>	<u>Total</u>
Salaries	\$ -0-	\$ -0-	\$ -0-
Travel	\$ -0-	\$ -0-	\$ -0-
Materials/Supplies (Phones)	\$ -0-	\$ 2,600	\$ 2,327
Equipment Use (Phones)	\$ -0-	\$15,600	\$15,600
Equipment Use (Ant	\$1,500	\$ 3,000	\$ 4,500
Cash/Funds	\$ -0-	\$ -0-	\$ -0-
Personal Property	\$ -0-	\$ -0-	\$ -0-
Other (Road Maintenance)	\$ 260	\$ 260	\$ 520
Other (Utilities)	\$ 360	\$ 360	\$ 720
Outgrant Fee	\$1,000	\$ -0-	\$ 1,000
Total	\$3,120	\$21,820	\$24,940
Share of total cost	12.5%	87.5%	100%

FACIMILE HEADER SHEET



US Army Corps
of Engineers
St. Louis District

U.S. Army Corps
of Engineers
Gateway to Excellence

U.S. ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT

1222 SPRUCE STREET

ST. LOUIS MISSOURI 63103-2833

REAL ESTATE DIVISION

DELIVER TO

Fax No: _____

Name: Dan Camden

Office Symbol: CO-W

Telephone No: _____

FROM

Fax No: _____

Name: Mary Winston

Office Symbol: REA

Telephone No: _____

Date:

No. Of Pages

(Including header sheet)

Precedence
(P or R)

If you do not receive all pages, please telephone
_____ at _____

12-2-08

12

REMARKS:

Per your request, attached is a copy of Consular
Wireless License.

ATTENTION!

DO NOT PROCESS, STORE, OR TRANSMIT CLASSIFIED INFORMATION ON UNSECURED TELECOMMUNICATIONS SYSTEMS. OFFICIAL DOD TELECOMMUNICATIONS SYSTEMS, INCLUDING FACSIMILE MACHINES, ARE SUBJECT TO MONITORING FOR TELECOMMUNICATIONS SECURITY MONITORING AT ALL TIMES. USE OF THIS SYSTEM CONSTITUTES CONSENT TO TELECOMMUNICATIONS SECURITY MONITORING.

NO. DACW43-3-08-03

DEPARTMENT OF THE ARMY LICENSE
WAPAPELLO LAKE
COUNTY OF WAYNE
STATE OF MISSOURI

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, hereby grants to **New Cingular Wireless PCS, LLC successor in interest to Southwestern Bell Wireless, Inc., General Partner for, Eastern Missouri Cellular Limited Partnership, a Delaware Limited Partnership**, hereinafter referred to as the grantee, a license for the construction, operation and maintenance of a commercial mobile radio telecommunications facility and access road, over, across, in and upon lands of the United States, as identified in Exhibit "A" and Exhibit "B", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of five years (5), beginning June 26, 2007, and ending June 25, 2012, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license shall be the construction, operation and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to c/o New Cingular Wireless LLC, Attn: Network Real Estate Administration, Re: Cingular Wireless Cell Site #MO3659 Cell Site Name: Lake Wappapello FA10003113, 6100 Atlantic Boulevard, Norcross, Georgia 30071, with a copy to Cingular Wireless LLC, Attn: Legal Department, Re: Cingular Wireless Cell Site #MO3659 Cell Site Name: Lake Wappapello FA10003113, 15 E. Midland Avenue, Paramus, New Jersey 07652; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, U.S. Army Corps of Engineers, 1222 Spruce Street, St. Louis, Missouri 63103-2833; or as from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, St. Louis District hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the grantee, and this license, or any interest herein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The cost of the utilities of the Redman Creek site shall be furnished by the Government and the cost of the utilities at the Holliday Landing site shall be furnished by the grantee.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall

exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event said notice is

not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. § 403), and Section 404 of the Clean Waters Act (33 U.S.C. § 1344).

18. SPECIAL CONDITIONS - IN-KIND SERVICES

a. The grantee shall provide the Corps of Engineers (COE) with thirteen (13) cellular phones to include:

(1) 400 peak minutes and 5000 off peak minutes, including mobile to mobile and long distance. Additional charges for overages are \$0.45 per minute.

(2) Provide the Protection Plan at no cost for the thirteen (13) phones to include parts and labor for repairs and/or replacement that occurs through normal use through the term of this license.

(3) Adjustments in per minute rates during the life of the license shall be made in accordance with the grantees regulatory authority for customary rate changes within the telecommunications industry.

(4) The phones will remain the property of the grantee, and any upgrades will be the responsibility of the Government, except as provided for in paragraph (5).

(5) In the event that the phones become obsolete, the grantee shall replace said phones with those of current technology, at no cost to the Government.

b. Allow for space at 200 feet or above for the continual placement of two government antennas for operation on the grantee's tower. The antennas shall be located in a manner which will avoid the creation of interference to the grantee's communications system.

c. The grantee shall maintain a tower located at Holliday Landing, in order to provide cellular phone service to the Wappapello Lake area.

d. The following conditions shall apply to the Redman Creek antenna site:

(1) The grantee shall continue to operate a signal enhancer device on the Government tower in order to improve cellular transmissions to and from the Wappapello Lake Project Office.

(2) The grantee shall furnish and install a padlock interlocking with the Government's lock on the fence. The locks shall be installed in a manner that will allow either party access at all times.

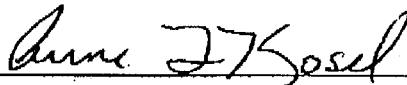
(3) The Government is responsible for furnishing utilities to this site.

(4) The Wappapello Lake Project Office will maintain the existing facilities, i.e. roadway, fence, building, repeater and tower.

(5) The Government shall not be obligated to repair or replace the Redman Creek tower if severely damaged by storms, natural disaster or vandals.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this 18th day of October, 2007.

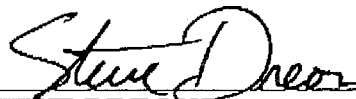


ANNE L. KOSEL

Chief, Real Estate Division
U.S. Army Corps of Engineers
St. Louis District

THIS LICENSE is also executed by the grantee this 16th day of October, 2007.

New Cingular Wireless PCS, LLC successor in interest to
Southwestern Bell Wireless, Inc., General Partner for,
Eastern Missouri Cellular Limited Partnership, a Delaware
Limited Partnership



STEVE DREON

Executive Director Missouri Network
13075 Manchester Road
Suite 100
St. Louis, Missouri 63131

ACKNOWLEDGMENT

STATE OF Missouri)
COUNTY OF St. Louis) : ss

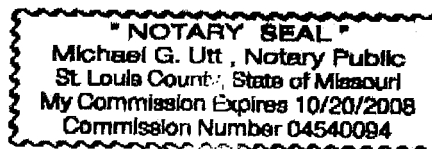
On this 16th day of October, 2007, before me the undersigned Notary Public, personally appeared Steve Dreon, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michael G. Utt
Notary Public

My Commission Expires:

10/20/08



ACKNOWLEDGMENT

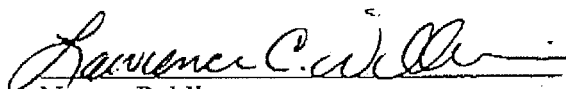
STATE OF MISSOURI)

: ss

CITY OF ST. LOUIS)

On this 18th day of October, 2007, before me the undersigned Notary Public, personally appeared **Anne L. Kosel**, Chief, Real Estate Division, U.S. Army Engineer District, St. Louis, known to me to be the person described in the foregoing instrument, who acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

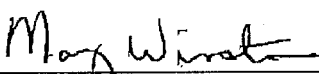
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

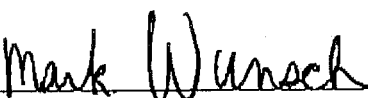
My Commission Expires:

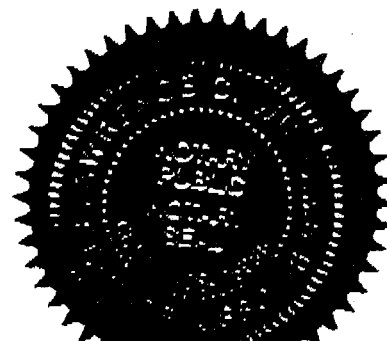
3-11-09

THIS INSTRUMENT PREPARED BY:


Mary Winston, Realty Specialist
U.S. Army Corps of Engineers
1222 Spruce Street
St. Louis, Missouri 63103-2833
314-331-8183

REVIEWED FOR LEGAL SUFFICIENCY BY:


Mark Wunsch, Assistant District Counsel
314-331-8732



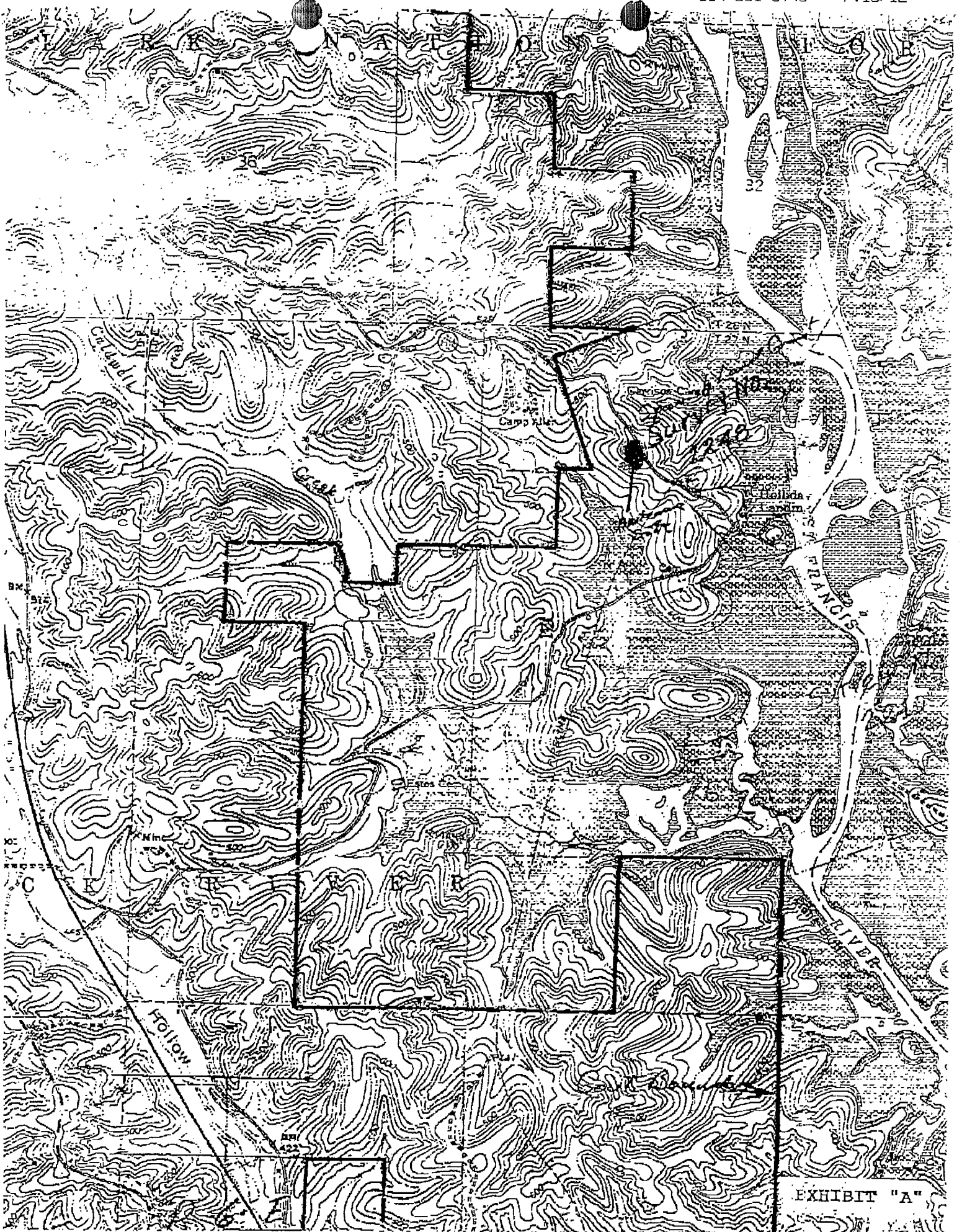


EXHIBIT "A"

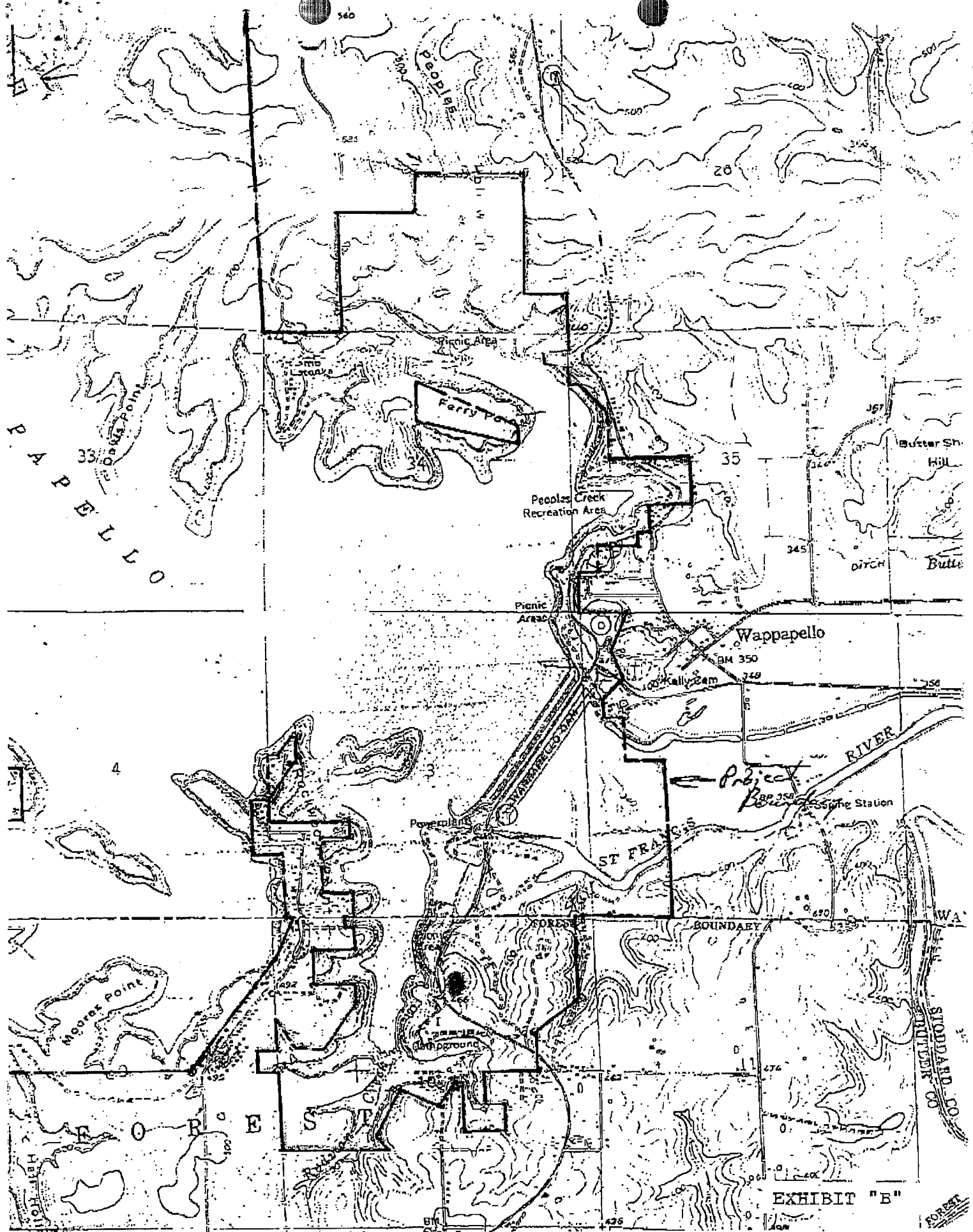


EXHIBIT "B"